

2002
Region 6 – Oregon and Washington
Interagency Firefighting Crew Agreement
HIGHLIGHTS

1. SCOPE OF AGREEMENT

- 1.1 This Agreement is not a guarantee of work.
- 1.2 For the purpose of this Agreement, this Agreement does not preclude GOVERNMENT from utilizing any agency resources or cooperators first.
- 1.3 GOVERNMENT shall initiate all requests for services under this Agreement.
- 1.4 This Agreement covers geographic areas within the States of Oregon and Washington and also authorizes dispatch to areas outside Oregon and Washington.
- 1.5 The purpose of this Invitation to Bid is to establish a listing for twenty (20)-person wildfire firefighting Crews for preparedness, initial attack, suppression and mop-up and other fire support activities at wildland fires located within the States of Oregon and Washington and elsewhere. GOVERNMENT reserves the right to order crews consisting of less than twenty (20) persons. CONTRACTOR shall be responsible for all services, supervision, equipment, supplies, transportation and trained personnel necessary to meet specifications as outlined in this Agreement.
- 1.6 Crews may on occasion be dispatched outside the States of Oregon and Washington. Dispatch will be in accordance with established Agency procedures and a qualified Interagency Contract Representative (IACR) may be assigned. CONTRACTOR is responsible for complying with all requirements of states of proposed dispatch.
- 1.7 The following qualifications will be used as a minimum requirement for all Crew contract personnel. GOVERNMENT recognizes three Incident Command System (ICS) positions for Crews under this Agreement: Single Resource Crew Boss (CRWB), Firefighter Type 1 (FFT1) and Firefighter Type 2 (FFT-2)
- 1.8 Only one (1) Bid price per city location will be accepted.

2.5 INSURANCE

- 2.5.2 CONTRACTOR'S insurance shall cover all employee accidents as specified in the insurance requirements of this Agreement. GOVERNMENT will provide first aid to employees when needs arise due to work on the incident.

In life threatening situations, GOVERNMENT will provide first aid to an injured Crewmember and such medical aid will be charged back to CONTRACTOR. If a Crew Person is injured on the fireline, the Crew Person may be evacuated by GOVERNMENT at CONTRACTOR'S expense. If a Crew Person is in camp with an illness or injury and is given transport to medical facility/hospital by GOVERNMENT, the costs shall be reimbursed by CONTRACTOR.

- 2.10.2 This Agreement requires a work environment free from behavior, action, or language that may be perceived by others as hostile, intimidating, violent or abusive. Harassment in any form is discrimination, illegal, unacceptable conduct and **WILL NOT BE TOLERATED**. CONTRACTOR or CONTRACTOR'S employees who engage in such conduct shall be released or removed from the Incident. A CONTRACTOR who fails to enforce this policy will have its Agreement terminated.
- 2.15.2 Contract personnel may on occasion be dispatched outside Oregon and Washington or transported by air within the State of Oregon and Washington. When this occurs, transportation shall be arranged for and paid by GOVERNMENT.

2.18 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS:

- 2.18.1 To ensure continued safe, efficient service at the Incident, **GOVERNMENT may issue Accountable, Durable Property and Consumable Goods.**
- 2.18.2 The cost of all Consumable Goods will be deducted from payment to CONTRACTOR.
- 2.18.3 Upon completion of assignment at an Incident, all Accountable and Durable property shall be returned to GOVERNMENT. Accountable and Durable property **NOT RETURNED** may be deducted from payment to CONTRACTOR.

2.20 **TIMEKEEPING AND PAYMENT CONDITIONS:**

- 2.20.1 Work Rates shall apply when a Crew is Under Hire as ordered by GOVERNMENT and on shift, including **Incident inspection time**.
- 2.20.1.a **Meal periods** are compensable within the normal shift period regardless of whether the fire is declared controlled.
- 2.20.3 **Shift Briefings**: CONTRACTOR Crew Boss shall attend all shift briefings if requested by GOVERNMENT and will be considered on-shift during attendance. Other CONTRACTOR employees may attend shift briefings only if coordinated through the Crew Boss, and their time will not be considered on-shift.
- 2.20.4 **Incident Items**: The intent of the Agreement is to provide for the services described in the Agreement. CONTRACTOR shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required under this Agreement. Payment for work will be made only for those pay items included in the Scope of Agreement. **No additional payment will be made for costs associated with equipment support, shift briefings (except Crew Boss), camp check out or invoice reconciliation.** These costs are considered incidental and are to be incorporated into the unit price as bid on in the proposal.
- 2.20.5 **Remedies**: Crews that arrive at the Incident deficient in any way, including but not limited to identification cards for each employee, personal protective equipment, crew size, etc., are considered to be in Non-Compliance. GOVERNMENT at the Incident may reject any non-compliant crew (no travel time will be paid), or may allow CONTRACTOR to attempt to remedy deficiencies.
- Without limiting the foregoing, GOVERNMENT reserves the right to reject a crew that arrives at an Incident with more or less than the standard 20-person complement (or the crew size agreed upon in writing at time of dispatch). (Resource Order for example) At the discretion of the government representative CONTRACTOR may be allowed up to 24 hours to bring a crew up to standard strength (or the crew size agreed upon in writing at time of dispatch) or to remedy any other deficiency in compliance with the terms and conditions of this Agreement.
- a. If GOVERNMENT authorizes CONTRACTOR to remedy its non-compliance and CONTRACTOR is unable to bring a deficiency into compliance within the time allowed, GOVERNMENT may discharge the crew from the Incident and no travel time shall be paid: OR GOVERNMENT may elect to hire the crew, in which event the point of hire and point of release will be the Incident. CONTRACTOR is responsible for obtaining written verification, upon arrival at each Incident of GOVERNMENT'S acceptance of any crew strength or composition that differs from the standard 20-person crew. CONTRACTOR must maintain agreed upon crew strength until the GOVERNMENT releases the crew from the Incident.
- b. GOVERNMENT will not pay return travel time to the point of hire upon release of Contractor or removal of contractor's employees from an Incident for documented violations of terms and conditions of the Agreement for which CONTRACTOR is unable to correct following a remedy request by GOVERNMENT.
- 2.20.6 CONTRACTOR may request compensation at the hourly Bid Rate stated in the Agreement for all crewmembers who are not identified as "Trainees", and who provide services to the Incident.

Shift Guarantee: CONTRACTOR is entitled to be paid a Minimum Guaranteed Payment as follows:

- 2.20.7 For each calendar day the Crew is **Under Hire** for at least 8 hours, GOVERNMENT will pay not less than the following: (8 hours) X (number of crewmembers) X (Hourly Bid Rate specified in the Interagency Crew Agreement).
If the Crew is under hire for less than 8 hours during a calendar day, GOVERNMENT will pay not less than the minimum guarantee of (4 hours) x (number of crewmembers) X (Hourly Bid Rate), or actual time worked, whichever is greater.
No Minimum Guaranteed Payment applies if a confirmed dispatch is cancelled by CONTRACTOR at any time.
- 2.20.8 If **issues/claims** arise on an incident, they should first be brought to the attention of the Incident PUL or FSC if PUL is not available. If the PUL or FSC are not available, the incident agency-contracting officer should be the primary contact. **Claims may be settled by any contracting officer acting within their authority and within any limits set by the incident agency.** In the event a settlement cannot be reached; an incident agency official located at offices listed in Exhibits C E or G shall make the written final decision.

2. CONTRACTOR RESPONSIBILITIES:

3.1 PURPOSE:

The standard for a CONTRACTOR Crew is 20 properly trained individuals, available at the time of dispatch and subsequent arrival at the Incident. Each Crew shall, at a minimum, include:

- 1 - Single Resource Crew Boss (CRWB)
- 2 – Squad Boss/Firefighter Type 1 (FFT1)
- 17 – Firefighter Type 2 (FFT2)

3.6 ENGLISH SPEAKING REQUIREMENT

Prompt and efficient communications between CONTRACTOR Crew personnel and GOVERNMENT Incident personnel is mandatory for safe and effective performance. **CONTRACTOR'S Crew Boss and two FFT1's (Squad Bosses) of every Crew shall be able to communicate fluently in English and in any language that crewmembers use to communicate.** All radio communication on Government assigned frequencies shall be in English.

3.5 IDENTIFICATION OF PERSONNEL:

CONTRACTOR shall provide and every person performing work under this Agreement shall carry a picture identification card issued for the effective calendar year of this Agreement. Information on the identification card shall include: name of the person, photograph of the person, social security number, list of position(s) the person is qualified for; and the date they passed their WCFT. The identification card must be signed by the certifying authority that individual has met all training requirements of this Agreement.

- 3.6 GOVERNMENT reserves the right to conduct contractor worker transportation vehicle safety **inspections** at the Incident. (See Safety Inspection Form Exhibit O)

3.12 MANIFEST:

CONTRACTOR, at the time of arrival at the Incident, shall provide to GOVERNMENT a complete crew manifest for each crew, listing crew name, contractor name, agreement number, federal tax identification number, each crewmember's complete name, and departure time from point of dispatch. A new crew manifest will be provided when a change in personnel occurs.

3.15 LAUNDRY SERVICE:

CONTRACTOR shall maintain in good repair and shall clean at sufficient intervals to preclude unsafe working conditions all Personal Protective Clothing required. CONTRACTOR is responsible for making laundry service arrangements for personnel and the associated costs for those services.

4. GOVERNMENT RESPONSIBILITIES:

4.4 SUBSISTENCE: Addendum #5 May 1, 2002

4.4.1 CONTRACTOR shall provide adequate lodging for CONTRACTOR personnel after dispatch from the Point of hire. GOVERNMENT does not furnish lodging unless GOVERNMENT directs CONTRACTOR to authorized facilities.

4.4.2 CONTRACTOR shall provide CONTRACTOR personnel with adequate subsistence from the Point of Hire through the first shift worked on the Incident. GOVERNMENT will furnish subsistence after the first shift worked, if personnel are not released or are required to stay in the fire camp. If personnel are allowed to return to their home during off shift time, GOVERNMENT will not provide subsistence.

4.4.3 Where no fire camp is available and GOVERNMENT determines that commuting is uneconomical, GOVERNMENT will either furnish subsistence or provide payment to CONTRACTOR in accordance with Paragraph 4.4.5 to reimburse for unavailability of a fire camp.

4.4.4 GOVERNMENT, at its discretion during demobilization, reassignment, and associated travel, may provide food to CONTRACTOR personnel without charging CONTRACTOR.

4.4.5 PAYMENTS: Where no fire camp is available, GOVERNMENT will either furnish subsistence or provide additional payment to CONTRACTOR of:

\$50.00 per calendar day for each crewmember, if under hire for at least 8 hours; or
\$25.00 per calendar day for each crewmember, if under hire for less than 8 hours.

CONTRACTOR shall request payment under this subsection using the Emergency Equipment Use Invoice.

The definition of "SUBSISTENCE" in Appendix A is deleted, and is replaced with the following:

SUBSISTENCE: Food and drink served at the Incident, generally at specified intervals but also available as needed to accommodate incident conditions. Subsistence includes those items normally provided in fire camp, such as showers, restrooms, camping facilities, etc.

4.5 GOVERNMENT LIAISON: (IACR)

When crews are dispatched, GOVERNMENT may assign a qualified Interagency Contract Representative.

4.6 REST AND RECUPERATION:

4.7.1 CONTRACTOR shall give its crewmembers rest and recuperation time adequate for their safety. GOVERNMENT Incident Commander shall monitor CONTRACTOR'S compliance with this provision.

4.7.2 GOVERNMENT Incident Commander is authorized to determine the need for rest and recuperation for all personnel provided under this Agreement.

4.7.3 GOVERNMENT shall pay for food and lodging expenses of CONTRACTOR crews if GOVERNMENT directs CONTRACTOR to authorized facilities for rest and recuperation.

4.7.4 GOVERNMENT shall compensate CONTRACTOR for eight (8) hours pay per crewmember when crew remains under hire to GOVERNMENT when on ordered rest and recuperation. CONTRACTOR shall not be compensated for rest and recuperation time if crew is permitted to return to dispatch location/point of hire for rest and recuperation time. NOTE: Contractor personnel are not required to return to their home base for R&R.